MOTION FILED
SEP - 3 1996

(3)

In the
Supreme Court of the United States

OCTOBER TERM, 1995

NO. 96-2

McDERMOTT, INC.
Petitioner

versus

CAPITAL WELDING & FABRICATION, INC. AND
LANDRY ENTERPRISES, INC. OF MORGAN CITY
Respondents

PETITION FOR A WRIT OF CERTIORARI
TO THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

MOTION OF FOREST OIL CORPORATION FOR LEAVE TO FILE BRIEF *AMICUS CURIAE* IN SUPPORT OF PETITION FOR WRIT OF CERTIORARI AND BRIEF *AMICUS CURIAE*

Carl J. Hebert, Esq.
Michael W. Mallory, Esq.
Evans & Co.
220 Camp Street
New Orleans, LA 70130
(504) 522-1400

Attorneys for Forest Oil Corporation

24 pp

IN THE SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1995

NO. 96-2

McDERMOTT, INC.

Petitioner

versus

CAPITAL WELDING & FABRICATION, INC. AND LANDRY ENTERPRISES, INC. OF MORGAN CITY

Respondents

PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

MOTION OF FOREST OIL CORPORATION FOR LEAVE TO FILE BRIEF *AMICUS CURIAE* IN SUPPORT OF PETITION FOR WRIT OF CERTIORARI

Forest Oil Corporation hereby respectfully moves the Court for leave to file a brief *amicus curiae* in support of the petition for writ of certiorari as provided in Rule 37 of the Rules of this Court. The consent of the attorneys for Petitioner, McDermott, Inc., Aetna Casualty & Surety Company, Commercial Union and Mark Wagner has been obtained. The consent of the attorneys for Respondents, Landry Enterprises, Inc. and Capital Welding and Fabrication, Inc., and Storebrand Insurance Co., UK Ltd. was requested but has not been granted. Copies of letters verifying the above have been filed with the Clerk.

Forest Oil Corporation is currently involved in litigation involving the enforcement of a similar maritime indemnity provision in *Forest Oil Corporation and Ronald Doucet v. Operators & Consulting Services, Inc., Various Underwriters, A&A Boats, Inc., C&G Marine Service, Inc., Commercial Union Insurance Company, and Albany Insurance Company,* now pending before the U.S. Fifth Circuit Court of Appeals, docket no. 94-41244. A decision in that matter was reported in *Hodgen v. Forest Oil Corporation,* 87 F.3d 1512 (5th Cir. 1996), and the case is presently awaiting acceptance and resolution of insurance-related certified questions by the Louisiana Supreme Court.

In the course of litigating the *Hodgen* matter, Forest came to realize early-on that jurisprudence in the area of indemnity for the maritime risks related to offshore platform activities is confusing and inconsistent and lacks an authoritative standard. Reviewing the numerous cases emanating from the U.S. Fifth Circuit Court of Appeals (viewed by many as the pre-eminent jurisdiction for developing maritime policy) we noted several Justices expressing their

confusion and frustration and asking "why" they were being made to reach the decisions they were reaching.

The argument in McDermott's petition for writ of certiorari focuses primarily on the applicability of section §905(c) of the Longshore and Harbor Workers Compensation Act. In Forest's *amicus curiae* brief, Forest focuses instead on the Fifth Circuit's use of state law to void an indemnity clause in McDermott's contract expressly providing indemnity for a maritime risk, unseaworthiness. The application of state law to indemnity of maritime risks is an issue of the deepest concern to all involved in the offshore industry. The issue, therefore, has implications extending far beyond the particular case now before the Court, and we believe that our contribution will assist the Court in setting the issue into a meaningful and broader, industry-wide context, thus ensuring a more comprehensive grasp of the import that this decision may have on maritime parties throughout the nation.

For these reasons, Forest Oil Corporation respectfully requests leave to file a brief *amicus curiae* supporting the petition for writ of certiorari.

Respectfully submitted,

Carl J. Hebert, Esq.
Louisiana Bar no. 6724
Michael W. Mallory
Louisiana Bar no. 19692

Evans & Co.
220 Camp Street
New Orleans, LA 70130
(504) 522-1400

Attorneys for Forest Oil Corporation

THE QUESTION PRESENTED FOR REVIEW

Whether maritime law applies to enforce a contract provision providing indemnity for maritime risks arising from unseaworthiness or vessel negligence on behalf of the vessel owner.

TABLE OF CONTENTS

Page

The Question Presented for Review.....i

Table of Contents.....ii

Table of Authorities.....iii

Statement of Interest of the *Amicus Curiae*.....1

Statutes Involved in the Case.....2

Statement of the Case.....7

Summary of Argument.....8

Argument.....8

A. The Clause Providing Indemnity for Maritime Risks is Enforcable under the Maritime Law.....8

B. The Supreme Court Should Settle These Important Questions of Federal Law.....11

Conclusion.....15

TABLE OF AUTHORITIES

CASES **Page**

Angelina Casualty Company v. Exxon Corporation, U.S.A., Inc., 876 F.2d 40 (5th Cir. 1989).....10,11

Campbell v. Sonat Offshore Drilling, Inc., 979 F.2d 1115 (5th Cir. 1992).....13

Hodgen v. Forest Oil Corporation, 87 F.3d 1512 (5th Cir. 1996).....13

Lewis v. Glendel Drilling Company, 898 F.2d 1083 (5th Cir. 1990).....13

Lirette v. Popich Brothers Water Transport, Inc. 699 F.2d 725 (5th Cir. 1983).....10

Offshore Logistics, Inc. v. Tallentire, 477 U.S. 207, 106 S.Ct. 2485, 91 L.Ed.2d 174 (1986).....14

Recar v. CNG Producing Company, 853 F.2d 367 (5th Cir. 1988).....14

Smith v. Penrod Drilling Corporation 960 F.2d 456 (5th Cir. 1992).....13

STATUTES:

33 U.S.C. §905(c).....10

43 U.S.C. §1333(a)(2)(A).....2,14

La. R.S. §9:2780.....3,10

TREATISES:

1 T. Schoenbaum, Admiralty and Maritime Law.....10

1 *Benedict on Admiralty*.....10,11

IN THE SUPREME COURT OF THE UNITED STATES

October Term, 1995

NO. 96-2

McDERMOTT, INC.

Petitioner

versus

CAPITAL WELDING & FABRICATION, INC. AND LANDRY ENTERPRISES, INC. OF MORGAN CIATY

Respondents

BRIEF *AMICUS CURIAE* OF FOREST OIL CORPORATION IN SUPPORT OF PETITION FOR WRIT OF CERTIORARI

Forest Oil Corporation submits this brief as *amicus curiae* in support of the petition for a writ of certiorari to the United States Court of Appeals for the Fifth Circuit.

STATEMENT OF INTEREST OF THE *AMICUS CURIAE*

The interest of Forest Oil Corporation is set forth in Forest's motion for leave to file this brief *amicus curiae* in support of the petition for writ of certiorari. Forest Oil Corporation is a litigant in a matter involving, at least in part, similar issues as the instant case and has an interest in the outcome of this litigation due to its significant effect upon the maritime industry in which Forest is engaged.

STATUTES INVOLVED IN THE CASE

The Outer Continental Shelf Lands Act (OCSLA)

The relevant provisions of the Outer Continental Shelf Lands Act (hereinafter OCSLA) is set forth below:

43 U.S.C. §1333 Laws and regulations governing lands

(a) Constitution and United States laws; laws of adjacent States; publication of projected State lines; International boundary disputes; restriction on State taxation and jurisdiction

(1) The Constitution and laws and civil and political jurisdiction of the United States are hereby extended to the subsoil and seabed of the outer Continental Shelf and to all artificial islands, and all installations and other devices permanently or temporarily attached to the seabed, which may be erected thereon for the purpose of exploring for, developing, or producing resources therefrom, or any such installation or other device (other than a ship or vessel) for the purpose of transporting such resources, to the same extent as if the outer Continental Shelf were an area of exclusive Federal jurisdiction located within a State; *Provided, however,* That mineral leases on the outer Continental Shelf shall be maintained or issued only under the provisions of this subchapter.

(2)(A) To the extent that they are applicable and not inconsistent with this subchapter or with other Federal laws and regulations of the Secretary now in effect or hereafter adopted, the civil and criminal laws of each adjacent State, now in effect or hereinafter adopted, amended, or repealed

are hereby declared to be the law of the United States for that portion of the subsoil and seabed of the outer Continental Shelf, and artificial islands and fixed structures erected thereon, which would be within the area of the State if its boundaries were extended seaward to the outer margin of the outer Continental Shelf, and the President shall determine and publish in the Federal Register such projected lines extending seaward and defining each such area. All of such applicable law shall be administered and enforced by the appropriate officers and courts of the United States. State taxation laws shall not apply to the outer Continental Shelf.

. . .

The Louisiana Oilfield (Anti)Indemnity Statute (LOIA)

The relevant provisions of the Louisiana Oilfield (Anti)Indemnity Statute (hereinafter LOIA) is set forth below:

R.S. §9:2780 Certain Indemnification agreements invalid

A. The legislature finds that an inequity is foisted on certain contractors and their employees by the defense or indemnity provisions, either or both, contained in some agreements pertaining to wells for oil, gas, or water, or drilling for minerals which occur in a solid, liquid, gaseous, or other state, to the extent those provisions apply to death or bodily injury to persons. It is the intent of the legislature by this Section to declare null and void and against public policy of the state of Louisiana any provision in any agreement which requires defense and/or indemnification, for death or bodily injury to persons, where there is negligence or fault (strict liability) on the part of the indemnitee, or an agent or employee of the indemnitee, or an independent contractor who is directly responsible to the indemnitee.

B. Any provision contained in, collateral to, or affecting an agreement pertaining to a well for oil, gas, or water, or drilling for minerals which occur in a solid, liquid, gaseous, or other state, is void and unenforceable to the extent that it purports to or does provide for defense or indemnity, or either, to the indemnitee against loss or liability for damages arising out of or resulting from death or bodily injury to persons, which is caused by or results from the sole or concurrent negligence or fault (strict liability) of the indemnitee, or an agent, employee, or an independent contractor who is directly responsible to the indemnitee.

C. The term "agreement," as it pertains to a well for oil, gas, or water, or drilling for minerals which occur in a solid, liquid, gaseous, or other state, as used in this Section, means any agreement or understanding, written or oral, concerning any operations related to the exploration, development, production, or transportation of oil, gas, or water, or drilling for minerals which occur in a solid, liquid, gaseous, or other state, including but not limited to drilling, deepening, reworking, repairing, improving, testing, treating, perforating, acidizing, logging, conditioning, altering, plugging, or otherwise rendering services in or in connection with any well drilled for the purpose of producing or excavating, constructing, improving, or otherwise rendering services in connection with any mine shaft, drift, or other structure intended for use in the exploration for or production of any mineral, or an agreement to perform any portion of any such work or services or any act collateral thereto, including the furnishing or rental of equipment, incidental transportation, and other goods and sevices furnished in connection with any such service or operation.

D. (1) The provisions of this Section do not affect the validity of any insurance contract, except as otherwise provided in this Section, or any benefit conferred by the worker's compensation laws of this state, and do not deprive a full owner or usufructuary of a surface estate of the right to secure an indemnity from any lessee, operator, contractor, or other person conducting operations for the exploration or production of minerals on the owner's land.

(2) Any language in this Section to the contrary notwithstanding, nothing in this Section shall affect the validity of an operating agreement or farmout agreement, as defined herein, to the extent that the operating agreement or farmout agreement purports to provide for defense or indemnity as defined in Subsection B of this Section. This exception shall not extend to any party who physically performs any activities pursuant to any agreement as defined in Subsection C of this Section. For purposes of this Subsection, operating agreement and farmout agreement shall be defined as follows:

(a) "Operating agreement" means any agreement entered into by or among the owners of mineral rights for the joint exploration, development, operation, or production of minerals.

(b) "Farmout agreement" means any agreement in which the holder of the operating rights to explore for and produce minerals, the "assignor", agrees that it will, upon completion of the conditions of the agreement, assign to another, the "assignee", all or a portion of a mineral lease or of the operating rights.

E. This Secton shall have no application to public utilities, the forestry industry, or the sulphur industry, so long as the work being performed is not any of the operations, services, or activities listed in Subsection C above, except to the extent those operations, services, or activities are utilized in the sulphur industry.

F. The provisions of the Section do not apply to loss or liability for damages, or any other expenses, arising out of or resulting from:

(1) Bodily injury or death to persons arising out of or resulting from radioactivity; or

(2) Bodily injury or death to persons arising out of or resulting from the retainment of oil spills and clean-up and removal of structural waste subsequent to a wild well, failure of incidental piping or vales and separators between the well head and the pipelines or failure of pipelines, so as to protect the safety of the general public and the environment; or

(3) Bodily injury or death arising out of or resulting from performance of services to control a wild well so as to protect the safety of the general public or to prevent depletion of vital natural resources.

The term "wild well,' as used in this Section, means any well from which the escape of salt water, oil, or gas is unintended and cannot be controlled by the equipment used in normal drilling practices.

G. Any provision is any agreement arising out of the operations, services, or activities listed in Subsection C of

this Section of the Louisiana Revised Statutes of 1950 which requires waivers of subrogation, additional named insured endorsements, or any other form of insurance protection which would frustrate or circumvent the prohibitions of this Section, shall be null and void and of no force and effect.

STATEMENT OF THE CASE

Mark Wagner was injured when he slipped and fell on the deck of the Derrick Barge 51 (hereinafter DB 51),owned by McDermott, Inc. (hereinafter McDermott), as he was headed to its restroom facilities. The DB 51 provided living quarters and other facilities to Wagner and his crew who were working on a McDermott offshore platform. Wagner was a welder who, at the time of his injury, was on loan to Capital Welding & Fabrication, Inc. (hereinafter "Capital"). Capital had a Blanket Subcontractor's Agreement with McDermott which contained an indemnity provision by which Capital agreed to indemnify McDermott for any claim made by Capital's employees, including those claims arising out of the negligence and unseaworthiness of vessels owned by McDermott. (The text of the indemnity provision is quoted later in this brief.)

Wagner filed suit against McDermott and others in the U.S. District Court for the Western District of Louisiana alleging that he was injured as the result of an unseaworthy condition of the DB 51 or due to vessel negligence. Wagner's claims were settled, and McDermott seeks indemnity from Capital under the indemnity provision. The District Court denied indemnity, and the Fifth Circuit Court of Appeals affirmed.

SUMMARY OF ARGUMENT

This brief is submittd on behalf of Forest Oil Corporation and in support of the petition for writ of certiorari and presents relevant matters not already brought to the Court's attention.

Mr. Wagner's injury occurred aboard a vessel and was caused by maritime risks, unseaworthiness and vessel owner negligence. **The indemnity clause in the contract between McDermott and Capital expressly provided that Capital would indemnify McDermott for injuries arising from unseaworthiness.** As such, the indemnity provision itself is a maritime obligation, separately enforceable from the contract "as a whole" under the maritime law.

The Fifth Circuit made a fundamental error when it failed to apply maritime law to the indemnity provision, and as a result offshore industry and commerce has been thrown into greater chaos and confusion. Justices in the Fifth Circuit have all but begged for authoritative guidance in this confusing area. Intervention by the United States Supreme Court is necessary to lend certainty and predictability, thereby reducing future litigation and the expenditure of valuable judicial resources.

ARGUMENT

A. THE CLAUSE PROVIDING INDEMNITY FOR MARITIME RISKS IS ENFORCEABLE UNDER THE MARITIME LAW.

The McDermott/Capital agreement contains a clause

which expressly provides that Capital will indemnify McDermott in the event of an injury arising out of the unseaworthiness of McDermott's vessels or McDermott's negligence. The contract states in relevant part as follows:

> VII. A. Subcontractor shall protect, defend, indemnify and hold harmless McDermott, its employees, officers, and agents, against all claims demands or causes of action by Subcontractor, Subcontractor's employees, officers or agents or their successors-in-interest for personal injury or death or property damage or destruction arising out of or in any way related to the performance by Subcontractor of any work covered hereby or by the failure of Subcontractor so to perform, howsoever such personal injury or death or property damage or destruction is cause, ***including the sole or concurrent fault or negligence of McDermott,*** its employees, officers or agents ***and/or the unseaworthiness of vessels*** which are owned, operated or chartered by McDermott regardless of whether said unseaworthiness pre-existed the execution of the Agreement. [Emphasis added].
>
> ...

Plaintiff was injured when he slipped and fell on soapy water on a vessel owned by McDermott. Plaintiff alleged that his injury was caused by maritime risks, unseaworthiness or vessel negligence, and his claim thus falls within the scope of the indemnity provision.

This appeal arises due to the conflict between maritime and state law on whether to enforce the indemnity in McDermott's contract. If maritime law applies, the indemnity provision will be enforced. 1 T. Schoenbaum, Admiralty and Maritime Law §5-20, at 227 (2d ed. 1994) ("Contract indemnity — based on an express agreement between the parties— is generally available and enforceable in admiralty."); *Lirette v. Popich Brothers Water Transport, Inc.*, 699 F.2d 725 (5th Cir. 1983) (maritime law requires that express indemnity agreements be enforced according to their terms). 33 U.S.C. §905(c). Under state law, however, the Louisiana Oilfield Anti-Indemnity statute, La. R.S. §9:2780, voids the indemnity agreement.

The U.S. District Court and Fifth Circuit Court of Appeals applied state law to invalidate the indemnity clause. The basis of these Courts' decisions was that the contract "as a whole" was non-maritime in nature. The Courts erred, however, in failing to recognize the maritime nature of the indemnity provision itself, which can be separately enforced.

The question squarely placed before this Court is: **Should maritime law apply to an express agreement to indemnify a maritime risk?** The indisputable answer must be "Yes." There is no question that maritime law enforces agreements for the indemnity of maritime risks. This conclusion is confirmed by numerous authorities applying maritime law to insurance policies insuring maritime risks. 1 *Benedict on Admiralty* §184, §219. *Angelina Casualty Company v. Exxon Corporation, U.S.A. Inc.*, 876 F.2d 40 (5th Cir. 1989) (an agreement to indemnify another for maritime exposures is not voided by the LOIA and must be enforced under the maritime law).

The Courts have gone to great lengths deciding whether the contract "as a whole" is maritime or non-maritime. However, categorization of the nature of the contract "as a whole" is inappropriate in circumstances where there is a mixed contract with both maritime and non-maritime obligations and where the maritime obligations are separable. 1 *Benedict on Admiralty* §183 at 12-10, 11 (where there are maritime elements in a mixed contract which are capable of being litigated separately without prejudice to either party, there is admiralty jurisdiction over the maritime obligations). **The operative indemnity provision itself is expressly maritime** and, as such, is separable from the non-maritime elements of the contract.[1]

The decision of the District Court and the Fifth Circuit Court of Appeals is thus contrary to the rule of law and has led to error which will have significant effects upon other maritime parties.

B. THE SUPREME COURT SHOULD SETTLE THESE IMPORTANT QUESTIONS OF FEDERAL LAW.

The effect of state laws on the indemnity of maritime risks reaches many, ***many*** more parties than those involved in the present litigation. Industries engaged in offshore

---

[1] The separability of an indemnity obligation is analogous to the separate obligation to procure insurance which may be contained in a contract for services. Because the obligation to procure insurance is capable of being litigated separately it is subject to a choice of law analysis separate from that of the contract "as a whole." *See, e.g., Angelina Casualty Company v. Exxon Corporation, U.S.A. Inc.*, 876 F.2d 40 (5th Cir. 1989).

oil exploration and other maritime commerce constitute a significant portion of the economic strength and vitality of the states involved and, indeed, the country as a whole.

Companies engaged in offshore platform activities recognize that their work inherently involves risks of both a maritime and non-maritime nature. For public policy reasons and due to the significant investment and risks involved, federal law traditionally allows parties to allocate the financial burden of maritime risks by contract. Incorporation of such agreements into contracts is an accepted standard in the maritime industry and such contractual arrangements are, for the most part, honored by courts sitting in admiralty. The result of this simple concept is predictability and order.

Allowing state concerns to upset the clear and unmistakable maritime rule of law will lead to confusion and chaos and will cause chilling and economically disastrous effects on maritime commerce. When injury occurs on a vessel as the result of a maritime risk, forcing our courts to engage in a fact-intensive analysis of the nature of the contract "as a whole" to determine whether an express maritime indemnity provision should be honored, leads away from a uniform, brightline standard. When such occurs, it may cause results never contemplated by the contracting parties and leads litigants and courts alike into a maze of uncertainty, away from unity and into controversy.

Because of the number and frequency of decisions emanating from the U.S. Fifth Circuit Court of Appeal on issues of maritime law, such decisions are generally accorded great deference in other federal and state jurisdictions

where less precedent may exist. In a significant portion of the country, decisions by the Fifth Circuit Court of Appeals are viewed, for the most part, as gospel on maritime issues.

The decision by the Fifth Circuit, however, is contrary to the accepted rules of engagement in the arena of maritime contracts, as more fully discussed above. If left unchecked this decision will lead to greater confusion and unpredictability in an area already fraught with troubled economic risks and uncertainties, resulting in increased litigation and the expenditure of greater judicial resources. Authoritative supervision in this arena is not only necessary, but has been invited by justices in the Fifth Circuit.[2]

---

[2] The confusion and unpredictability of litigation in this area is made abundantly clear by the numerous recent comments of various panels of the U.S. Fifth Circuit Court of Appeals expressing their concern and overwhelming need for a uniform rule of law. For example, in *Smith v. Penrod Drilling Corporation* 960 F.2d 456 (5th Cir. 1992) the Fifth Circuit stated:

> In each new case, a panel of this court must comb through a bewildering array of cases that rely upon inconsistent reasoning in the hope of finding an identical fact situation. [Footnote containing numerous citations omitted.] Absent an en banc decision, cases are decided on what seems to be a random factual basis. *See Lewis,* 898 F.2d at 1084 ("[B]ecause of an apparent contradictory line of cases in our circuit and the uncertain policy underpinning our result, the appellant would justly ask "why?").

Smith v. Penrod, 960 F.2d at 461. *See also Hodgen v. Forest Oil Corporation,* 87 F.3d 1512, 1523 n.8 (5th Cir. 1996) ("We have on previous occasion expressed our frustration with the inconsistency of our case law in this general area. [Numerous citations omitted.]"); *Campbell v. Sonat Offshore Drilling, Inc.,* 979 F.2d 1115, 1121 (5th Cir. 1992); *Lewis v. Glendel Drilling Company,* 898 F.2d 1083, 1084, 1987-88 (5th Cir. 1990), *cert. denied,* 502 U.S. 857, ___ S.Ct. ___, ___ L.Ed.2d ___ (1991).

This court stands as the gatekeeper and as the enforcer of public policy expressed by the United States legislature when it sought to prevent state concerns from interfering with established maritime principles by expressly limiting the applicaton of state law under the Outer Continental Shelf Lands Act.[3] For the reasons of public policy embodied in the traditional maritime rule of law and those expressed by the United States legislature, state anti-indemnity statutes cannot be allowed to effect the enforcement of agreed-upon allocations of maritime risks. Such interference is an important and significant question of federal law, and should be settled once and for all by the United States Supreme Court.

---

[3] 43 U.S.C. §1333(a)(2)(A) (state laws apply only to the extent that they are "not inconsistent with other Federal laws"). *See also Offshore Logistics, Inc. v. Tallentire*, 477 U.S. 207, 106 S.Ct. 2485, 2491-92, 91 L.Ed.2d 174 (1986) (the statute contains a "prescription that the Act not be construed to affect the high seas which cover the Continental Shelf."); *Recar v. CNG Producing Company*, 853 F.2d 367, 369 (5th Cir. 1988) (where admiralty and OCSLA juridicition overlap, the case is governed by maritime law).

CONCLUSION

For the reasons stated, the petition for a writ of certiorari should be granted.

Respectfully submitted,

Carl J. Hebert, Esq.
Louisiana Bar roll no. 6724
Michael W. Mallory
Louisiana Bar roll no. 19692

Evans & Co.
220 Camp Street
New Orleans, LA 70130
(504) 522-1400

Attorneys for Forest Oil Corporation

CERTIFICATE OF SERVICE

I do hereby certify that a copy of the **MOTION OF FOREST OIL CORPORATION FOR LEAVE TO FILE BRIEF *AMICUS CURIAE* IN SUPPORT OF PETITION FOR WRIT OF CERTIORARI AND BRIEF *AMICUS CURIAE*** was served upon the following counsel by first class U.S. Mail, postage prepaid on the 3rd day of September 1996.

James B. Doyle, Esq.
W. Brett Mason Esq.
Woodley, Williams, Fenet,
Boudreau, Norman & Brown
500 Kirby Street
P.O. Drawer EE
Lake Charles, LA 70602

Thomas J. Eppling, Esq.
Stains, Eppling & Myers
3500 N. Causeway Blvd.,
Suite 820
Metairie, LA 70002

Richard Cozad, Esq.
McAlpine, Peuler, Cozad
& Davie
701 S. Peters Street,
Suite 300
New Orleans, LA 70130

Gary P. Krause, Esq.
Onebane, Donohoe,
Bernard,Torian & Diaz
102 Versailles Blvd.,
Suite 600
P.O. Box 3507
Lafayette, LA 70502

Thomas R. Edwards, Esq.
Domengeaux, Wright,
Moreaux & Roy
556 Jefferson St. Suite 500
P.O.Box 3668
Lafayette, LA 70502-3668

Alan A.Zaunbrecher, Esq.
3850 N. Causeway Blvd.
Suite 440
Metairie, LA 70002

Carl J. Hebert, Esq.
Michael W. Mallory, Esq.

Attorneys for Forest Oil Corporation